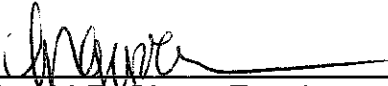


I hereby certify that the attached is a true and exact copy of Essex Insurance Company policy number 3CR5589, issued to Bayview Building and Framing Corp., effective 07/01/2005 – 02/08/2006.

  
Ingrid E. Olson, Esquire  
Senior Claims Examiner  
Essex Insurance Company

STATE OF VIRGINIA  
COUNTY OF HENRICO

On the 15th day of June, 2007, before me personally appeared Ingrid E. Olson, known to be the person named herein and who voluntarily executed the foregoing.

My term expires 1/31/2008.

  
Notary Public

Subscribed Hereon is My  
Commonwealth of Virginia Notary Public Seal  
My Commission Expires January 31, 2008  
REBECCA H. BENNETT



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3 CR5589	02/08/2006	Bayview Building & Framing Corp.

In consideration of a return premium of \$ 9,604.00 , it is agreed that this policy is cancelled effective 02/08/2006.

Prorata factor: .392 ✓

Subject to 25 % Minium Earned Premium

\* INSUREDS REQUEST

CB 7/31/06

Policy is subject to audit by the carrier which may result in additional premium due from the insured.

ENDT # 17  
02/10/2006

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company

Donald T. SoVeels  
AUTHORIZED REPRESENTATIVE

HOME OFFICE

AFF # 508674

<b>ACORD CANCELLATION REQUEST / POLICY RELEASE</b>				DATE 12/29/2005	
<b>PRODUCER</b> John M. Titolo, Inc. 233 Union Avenue Suite 201 Holbrook NY 11741		<b>PHONE (A/C, No, Ext)</b> (631) 585-3599		<b>COMPANY NAME AND ADDRESS</b> Essex Insurance Company 4551 Cox Road Glen Allen VA 23060-3382	
<b>CODE:</b> <b>AGENCY CUSTOMER ID:</b> 1104		<b>SUB CODE:</b>		<b>NAIC CODE:</b>	
<b>INSURED NAME AND ADDRESS</b> Bayview Building and Framing Corp 360-4 Knickerbocker Ave Bohemia NY 11716		<b>POLICY TYPE</b> General Liability			
		<b>CANCELLED POLICY INFORMATION</b>			
		<b>POLICY NUMBER</b> 3CR5589			
		<b>EFFECTIVE DATE AND HOUR OF CANCELLATION</b>		<b>CANCELLATION DATE</b> 2/8/06	
		<b>POLICY TERM</b>		<b>EFFECTIVE DATE</b> 07/01/2005	
				<b>TIME</b> 4:35	
				<b>AM PM</b>	
				<b>EXPIRATION DATE</b> 07/01/2006	
<input type="checkbox"/> CANCELLATION REQUEST (Policy attached) <input checked="" type="checkbox"/> POLICY RELEASE (Complete Statement Section Below)					
<b>POLICY RELEASE STATEMENT</b>					
<p>The undersigned agrees that:</p> <p>The above referenced policy is lost, destroyed or being retained.</p> <p>No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above.</p> <p>Any premium adjustment will be made in accordance with the terms and conditions of the policy.</p>					
<b>WITNESS</b>		<b>DATE</b> 2/8/06		<b>SIGNATURE OF NAMED INSURED</b>	
<b>WITNESS</b>		<b>DATE</b>		<b>DATE</b> 2/8/06	
<input type="checkbox"/> LIEN HOLDER		<input type="checkbox"/> MORTGAGEE		<input type="checkbox"/> LOSS PAYEE	
				<b>AUTHORIZED SIGNATURE</b>	
				<b>TITLE</b>	
				<b>DATE</b>	
<input type="checkbox"/> LIEN HOLDER		<input type="checkbox"/> MORTGAGEE		<input type="checkbox"/> LOSS PAYEE	
				<b>AUTHORIZED SIGNATURE</b>	
				<b>TITLE</b>	
				<b>DATE</b>	
<b>FOR AGENCY/COMPANY USE</b>					
<b>REASON FOR CANCELLATION</b>			<b>METHOD OF CANCELLATION</b>		
<input type="checkbox"/> NOT TAKEN			<input type="checkbox"/> OTHER (Identify)		
<input checked="" type="checkbox"/> REQUESTED BY INSURED			<input type="checkbox"/> FLAT		
<input checked="" type="checkbox"/> REWRITTEN (Complete below)			<input type="checkbox"/> SHORT RATE		
<b>COMPANY</b> <i>Scottsdale Insurance Co</i>			<input checked="" type="checkbox"/> PRO RATA		
<b>POLICY NUMBER</b> <i>NEW</i>			<b>EFFECTIVE DATE</b> 2/8/06		
<b>REMARKS</b>			<b>PREMIUM CALCULATION SUBJECT TO ADJUST</b>		
			<b>FULL TERM PREMIUM</b> \$		
			<b>UNEARNED FACTOR</b>		
			<b>RETURN PREMIUM</b> \$		
<p>New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.</p>					
<b>NAME AND ADDRESS</b>			<b>REQUEST/RELEASE DISTRIBUTION</b>		
			<input type="checkbox"/> INSURED		
			<input type="checkbox"/> MORTGAGEE		
			<input type="checkbox"/> LOSS PAYEE		
			<input type="checkbox"/> LIEN HOLDER		
			<input type="checkbox"/> FINANCE COMPANY		
			<b>PRODUCER'S SIGNATURE</b>		
			<b>DATE</b>		



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO.	* EFFECTIVE DATE OF ENDORSEMENT	* ISSUED TO
3 CR5589	02/08/2006 12:01 A.M.	Bayview Building & Framing Corp.

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

90 7/31/06

Prorata factor: 1.000

ENDT # 16  
02/08/2006

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative Leonard J. Solvello In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

THIS INSURANCE POLICY IS WRITTEN BY AND IS SUBJECT TO THE SUPERVISION AND NOT PROTECTED, IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO ITS POLICY FORM.

AUTHORIZED REPRESENTATIVE

□

□

AFF # 508674

**ESSEX INSURANCE COMPANY****ADDITIONAL INSURED ENDORSEMENT**

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3 CR5589	02/08/06	Bayview Building & Framing Corp.

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
Contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
HDA Parish LLC  
6800 Jericho Turnpike  
Suite 120W

Syosset NY 11791

  
AUTHORIZED REPRESENTATIVE / 02/08/2006  
DATE

Additional Premium: \$ 100.00



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO.  3 CR5589	* EFFECTIVE DATE OF ENDORSEMENT 02/06/2006 12:01 A.M.	* ISSUED TO Bayview Building & Framing Corp.
---	--	---

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

cb 7/31/06

Prorata factor: 1.000

ENDT # 15  
02/06/2006

"THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) WHO

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

LICENSED BY THE STATE OF NEW YORK BY SUPERVISOR(S) SUPERVISOR(S) AND NOT PROTECTED. IN THE STATE OF THE

INSURANCE POLICY OF THE INSURER, BY THE NEW YORK STATE

SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL

OTHER THAN THE POLICY OF THE INSURANCE COMPANY

FORM."

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

*Donald T. Solvells*

AUTHORIZED REPRESENTATIVE

☐

☐

AFF # 508674

011-1009(7/80)

**ESSEX INSURANCE COMPANY****ADDITIONAL INSURED ENDORSEMENT**

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

<b>*ATTACHED TO AND FORMING PART OF POLICY NO.</b> 3 CR5589	<b>*EFFECTIVE DATE OF ENDORSEMENT</b> 02/06/06	<b>*ISSUED TO</b> Bayview Building & Framing Corp.
--	---	---

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
Contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
Hampton Square Realty LLC  
PO Box 1442

Riverhead NY 11901

  
AUTHORIZED REPRESENTATIVE / 02/06/2006  
DATE

Additional Premium: \$ 100.00



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	* EFFECTIVE DATE OF ENDORSEMENT 12/07/2005 12:01 A.M.	* ISSUED TO Bayview Building & Framing Corp.
--	--	---

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

CB 7/31/06

Prorata factor: 1.000

ENDT # 14  
12/07/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED, IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT OF THE STATE OF NEW YORK.

☐ "ING TO ITS POLICY FORM."

☐

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

*Donald T. SoVeels*  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

AFF # 508674





# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 12/07/05	*ISSUED TO Bayview Building & Framing Corp.
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**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
Contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
Hampton Square at Westhampton Beach  
PO Box 1442

Riverhead NY 11901

 12/07/2005  
AUTHORIZED REPRESENTATIVE DATE

Additional Premium: \$ 100.00



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	* EFFECTIVE DATE OF ENDORSEMENT 11/09/2005 12:01 A.M.	* ISSUED TO Bayview Building & Framing Corp.
--	--	---

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

CS 7/31/08

Prorata factor: 1.000

ENDT # 13  
11/09/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

### Authorized Representative

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NOT LICENSED BY THE STATE OF NEW YORK. NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED IN THE EVENT OF THE INSOLVENCY OF THE INSURER. BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO ITS POLICY FORM.  
011-1009(7/80)

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

*Leonard T. SoVeels*  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

AFF # 508674



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 11/09/05	*ISSUED TO Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
Contractor  
Interest of the Above: Job Location: 17 Fair Hills Lane, Bridgehampton, NY

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
Miller Ostler Building Corp  
PO Box 231292

Great Neck NY 11023

 / 11/09/2005  
AUTHORIZED REPRESENTATIVE DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	10/13/2005 12:01 A.M.	Bayview Building & Framing Corp.

In consideration of an additional premium of \$100.00 it is agreed that form M/E-009(4/99) is added as per the attached.

It is also agreed that the additional insured is amended to read as follows:

Colonial Construction Management Corp  
1155 Northern Blvd  
Manhasset NY 11030

In lieu of:

Colonial Construction Management Corp  
155 Northern Blvd  
Manorville, NY 11030

Prorata factor: 1.000

ENDT # 12  
10/14/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative  
"THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NO  
LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS  
SUPERVISION, AND NOT PROTECTED IN THE ☐ OF THE  
INSOLVENCY OF THE INSURER, BY THE NEW YORK ☐  
SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL  
OF THE ☐ REGULATIONS OF THE INSURANCE DEPARTMENT  
PERTAINING TO ITS POLICY FORM."

011-1009(7/80)

In Witness Whereof, the Company has caused this endorsement  
to be signed by a duly authorized representative of the  
Company

*Donald T. Solvells*

AUTHORIZED REPRESENTATIVE

AFF # 508674



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 10/13/05	*ISSUED TO Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
Contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
Oregon Cliff LLC  
1155 Northern Blvd

Manhasset NY 11030

 / 10/14/2005  
AUTHORIZED REPRESENTATIVE DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 08/09/2005 12:01 A.M.	*ISSUED TO Bayview Building & Framing Corp.
--	---	--

In consideration of an additional premium of \$200.00 it is agreed that form M/E-009(4/99) is added as per the attached.

cb 7/31/05

Prorata factor: 1.000

ENDT # 6  
08/12/2005

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISOR AND NOT PROTECTED, IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT TO ITS POLICY FORM.

Nothing herein contained shall be construed to vary, modify, or extend any of the terms, conditions, provisions, agreements or limitations of the policy, other than as above stated.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

*Donald V. SoVeels*  
AUTHORIZED REPRESENTATIVE

□

□

AFF # 508674

011-1009(7/80)

HOME OFFICE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 08/09/05	*ISSUED TO Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
Interest of the Above: Contractor

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
161 East Main Street LLC  
1 Anchor Way

Bay Shore NY 11706

  
AUTHORIZED REPRESENTATIVE / 08/12/2005  
DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 08/09/05	*ISSUED TO Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
Contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
Captree Homes Ltd  
1 Anchor Way

Bay Shore NY 11706

 / 08/12/2005  
AUTHORIZED REPRESENTATIVE DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)





# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO.  3 CR5589	* EFFECTIVE DATE OF ENDORSEMENT 07/01/2005 12:01 A.M.	* ISSUED TO Bayview Building & Framing Corp.
---	--	---

In consideration of an additional premium of \$100.00 it is agreed that form M/E-009(3/95) is added as per the attached.

It is also agreed that the following additional insureds are amended to read as follows:

NF Development  
888 Veterans Memorial Highway  
Hauppauge NY 11788

Sound Housing LLC  
888 Veterans Memorial Highway  
Hauppauge NY 11788

Prorata factor: 1.000

ENDT # 2  
06/27/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

☐

☐

Donald T. Solvillo  
AUTHORIZED REPRESENTATIVE

☐

☐

AFF # 0



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO. 3 CR5589	*EFFECTIVE DATE OF ENDORSEMENT 07/01/05	*ISSUED TO Bayview Building & Framing Corp.
--	---	--

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Dobe Development  
6 Harley Ct

Holbrook NY 11741

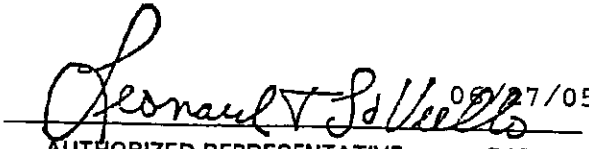
as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: job

Additional Premium: \$ 100.00

  
 AUTHORIZED REPRESENTATIVE      DATE 08/27/05

**ESSEX INSURANCE COMPANY****ENDORSEMENT**

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.  3 CR5589	*EFFECTIVE DATE OF ENDORSEMENT 07/01/2005 12:01 A.M.	*ISSUED TO Bayview Building & Framing Corp.
--	---	--

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (3/95) is added per the attached.

Prorata factor: 1.000

ENDT # 3  
07/06/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative

*In Witness Whereof*, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

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AUTHORIZED REPRESENTATIVE

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AFF # 508674

011-1009(7/80)

HOME OFFICE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO. 3 CR5589	* EFFECTIVE DATE OF ENDORSEMENT 07/01/05	* ISSUED TO Bayview Building & Framing Corp.
---	--	---

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

First Time Design, Inc.  
P. O. Box 1127

Center Moriches NY 11934

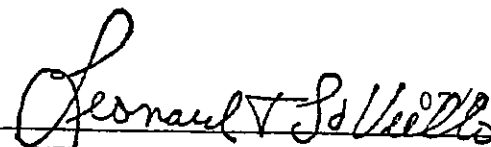
as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: contractor

Additional Premium: \$ 100.00

  
 AUTHORIZED REPRESENTATIVE      07/26/05  
 DATE

**ESSEX INSURANCE COMPANY****ENDORSEMENT**

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

<b>* ATTACHED TO AND FORMING PART OF POLICY NO.</b>  3 CR5589	<b>* EFFECTIVE DATE OF ENDORSEMENT</b> 07/12/2005 12:01 A.M.	<b>* ISSUED TO</b> Bayview Building & Framing Corp.
---	--	--

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

Prorata factor: 1.000

ENDT # 4  
07/12/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative

*In Witness Whereof*, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

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AUTHORIZED REPRESENTATIVE

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AFF # 508674

011-1009(7/80)

HOME OFFICE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO. 3 CR5589	*EFFECTIVE DATE OF ENDORSEMENT 07/12/05	*ISSUED TO Bayview Building & Framing Corp.
--	---	--

THIS ENDORSEMENT CHANGES THE POLICY.

SECTION II - WHO IS AN INSURED of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the Named Insured to indemnify another because of damages arising out of such injury. 5th Street

Lindenhurst NY 11757

  
AUTHORIZED REPRESENTATIVE / 07/12/2005  
DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

<p>*ATTACHED TO AND FORMING PART OF POLICY NO.</p> <p>3 CR5589</p>	<p>*EFFECTIVE DATE OF ENDORSEMENT</p> <p>07/15/2005 12:01 A.M.</p>	<p>*ISSUED TO</p> <p>Bayview Building &amp; Framing Corp.</p>
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In consideration of an additional premium of \$100.00 it is agreed that form M/E-009 (4/99) is added per the attached.

Prorata factor: 0.962000

ENDT # 5  
07/15/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

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*Donald T. SoVeels*  
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AUTHORIZED REPRESENTATIVE

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AFF # 508674

011-1009(7/80)

HOME OFFICE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3 CR5589	*EFFECTIVE DATE OF ENDORSEMENT 07/15/05	*ISSUED TO Bayview Building & Framing Corp.
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THIS ENDORSEMENT CHANGES THE POLICY.

SECTION II - WHO IS AN INSURED of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
building owner

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any bodily injury, "personal injury," or "property damage" to any employee of the Named Insured or to any obligations of the additional insured to indemnify another because of damages arising out of such injury.

Center Moriches NY 11934

  
AUTHORIZED REPRESENTATIVE / 07/15/2005  
DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)





# ESSEX INSURANCE COMPANY

## ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

<p>* ATTACHED TO AND FORMING PART OF POLICY NO.</p> <p>3 CR5589</p>	<p>* EFFECTIVE DATE OF ENDORSEMENT</p> <p>08/22/2005 12:01 A.M.</p>	<p>* ISSUED TO</p> <p>Bayview Building &amp; Framing Corp.</p>
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In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

Prorata factor: 1.000

ENDT # 7  
08/24/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

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Donald T. Solvells  
AUTHORIZED REPRESENTATIVE

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AFF # 508674

011-1009(7/80)

HOME OFFICE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO. 3 CR5589	*EFFECTIVE DATE OF ENDORSEMENT 08/22/05	*ISSUED TO Bayview Building & Framing Corp.
--	---	--

THIS ENDORSEMENT CHANGES THE POLICY.

SECTION II - WHO IS AN INSURED of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

23 Bushwick Avenue

Merrick NY 11566

  
AUTHORIZED REPRESENTATIVE / 08/24/2005  
DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)

**ESSEX INSURANCE COMPANY****ENDORSEMENT**

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.  3 CR5589	*EFFECTIVE DATE OF ENDORSEMENT 08/24/2005 12:01 A.M.	*ISSUED TO Bayview Building & Framing Corp.
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In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

Prorata factor: 1.000

ENDT # 8  
08/29/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative

*In Witness Whereof*, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

☐☐

Leonard T. Solvillo  
AUTHORIZED REPRESENTATIVE

☐☐

AFF # 508674

011-1009(7/80)

HOME OFFICE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3 CR5589	*EFFECTIVE DATE OF ENDORSEMENT 08/24/05	*ISSUED TO Bayview Building & Framing Corp.
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**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity:               SEE BELOW  
contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any bodily injury, "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Riverhead NY 11901

 / 08/29/2005  
AUTHORIZED REPRESENTATIVE      DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3 CR5589	*EFFECTIVE DATE OF ENDORSEMENT 09/08/05	*ISSUED TO Bayview Building & Framing Corp.
--	---	--

THIS ENDORSEMENT CHANGES THE POLICY.

SECTION II - WHO IS AN INSURED of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
Contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Riverhead NY 11901

  
AUTHORIZED REPRESENTATIVE / 09/09/2005  
DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

<p>*ATTACHED TO AND FORMING PART OF POLICY NO.</p> <p>3 CR5589</p>	<p>*EFFECTIVE DATE OF ENDORSEMENT</p> <p>08/24/2005 12:01 A.M.</p>	<p>*ISSUED TO</p> <p>Bayview Building &amp; Framing Corp.</p>
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In consideration of the premium charged it is agreed that the location address is amended as follows:

Schembri Associates Inc  
102 Sandpiper Lane  
Riverhead NY 11901

In lieu of:

Schembri Associates Inc  
102 Sandpaper Drive  
Riverhead, NY 11901

Prorata factor: 0.000000

ENDT # 10  
10/04/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative

*In Witness Whereof*, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

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*Donald T. Solvello*  
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AUTHORIZED REPRESENTATIVE

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AFF # 508674

011-1009(7/80)

HOME OFFICE



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	* EFFECTIVE DATE OF ENDORSEMENT 07/15/2005 12:01 A.M.	* ISSUED TO  Bayview Building & Framing Corp.
--	--	---

In consideration of an additional premium of \$100.00 it is agreed that form M/E-009 (4/99) is added per the attached.

Prorata factor: 0.962000

ENDT # 5  
07/15/2005

Nothing herein constitutes a contract. This is a written statement of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, NOT SUBJECT TO THE SUPERVISION, AND NOT PROTECTED, IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO ITS POLICY FORM."

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

*Gerard V. Solvello*  
AUTHORIZED REPRESENTATIVE

□

□

AFF # 508674



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

\*ATTACHED TO AND FORMING  
PART OF POLICY NO.

3CR5589

\*EFFECTIVE DATE OF  
ENDORSEMENT

07/15/05

\*ISSUED TO

Bayview Building & Framing Corp.

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity:

SEE BELOW

Interest of the Above:

building owner

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
CCK Home Buyers Inc  
PO Box 108

Center Moriches NY 11934

 / 07/15/2005  
AUTHORIZED REPRESENTATIVE DATE

Additional Premium: \$ 100.00



From:brunnet  
To: rita@titoloagency.com  
Date: 07/15/05 10:53:31 AM

Certificate attached.  
There will be a fully earned charge of \$100.00 plus taxes and fees per additional insured.

Thanks,

Tammy  
Ext 278

Policy Number: 3CR5589  
Insured Name : Bayview Building & Framing Corp.

A/I Name  
CCK Home Buyers, Inc.  
P.O. Box 108  
Center Moriches NY 11934

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
07/15/2005

PRODUCER  
LoVullo Associates, Inc.  
6450 Transit Road  
Depew, NY 14043

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Bayview Building & Framing Corp.  
  
360-4 Knickerbocker Avenue  
  
Bohemia NY 11716

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Essex Insurance Company

39020

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	3CR5589	07/01/05	07/01/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured.

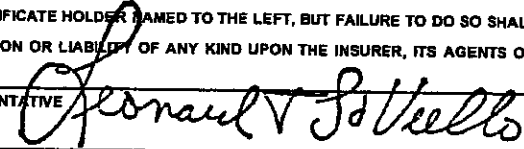
## CERTIFICATE HOLDER &amp; Additional Insured

CCK Home Buyers, Inc.  
P.O. Box 108  
Center Moriches NY 11934

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 07/12/2005 12:01 A.M.	*ISSUED TO  Bayview Building & Framing Corp.
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In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

Prorata factor: 1.000

ENDT # 4  
07/12/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NOT AUTHORIZED REPRESENTATIVE OF THE COMPANY. THE COMPANY HAS CAUSED THIS ENDORSEMENT TO BE SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY.

LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED, IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO ITS POLICY FORM.

*Donald T. Solvello*  
AUTHORIZED REPRESENTATIVE

AFF # 508674



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 07/12/05	*ISSUED TO Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
contractor

Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
Jello + Gillo Real Estate Holding Corp  
980 South 5th Street

Lindenhurst NY 11757

  
AUTHORIZED REPRESENTATIVE / 07/12/2005  
DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

<p>* ATTACHED TO AND FORMING PART OF POLICY NO.</p> <p>3CR5589</p>	<p>* EFFECTIVE DATE OF ENDORSEMENT</p> <p>07/01/2005 12:01 A.M.</p>	<p>* ISSUED TO</p> <p>Bayview Building &amp; Framing Corp.</p>
--	---	--

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (3/95) is added per the attached.

Prorata factor: 1.000

ENDT # 3  
07/06/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Insurance Policy, other than as above stated.

Authorized Representative

IN WITNESS WHEREOF, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

☐ SUPERVISION, AND NOT PROTECTED, IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO ITS POLICY FORM.

AUTHORIZED REPRESENTATIVE

AFF # 508674



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	07/01/05	Bayview Building & Framing Corp.

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

First Time Design, Inc.  
P.O. Box 1127

Center Moriches NY 11934

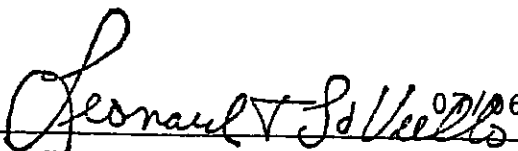
as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: contractor

Additional Premium: \$ 100.00

  
 AUTHORIZED REPRESENTATIVE      07/06/05  
 DATE

2007 9 6 106

**RECEIVED**

JUN 28 2005





# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 06/24/2005 12:01 A.M.	*ISSUED TO  Bayview Building & Framing Corp.
---	---	--

In consideration of the premium charged it is agreed that the location address is amended as follows:

Schembri Associates Inc  
102 Sandpiper Lane  
Riverhead NY 11901

In lieu of:

Schembri Associates Inc  
102 Sandpaper Drive  
Riverhead, NY 11901

Prorata factor: 0.000000

ENDT # 10  
10/04/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER NOT  
LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS  
SUPERVISION, AND NOT PROTECTED, IN THE EVENT OF THE  
INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE  
SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL  
OF THE REGULATIONS OF THE INSURANCE DEPARTMENT  
PERTAINING TO ITS POLICY FORM."

In Witness Whereof, the Company has caused this endorsement  
to be signed by a duly authorized representative of the  
Company

*Leonard T. Solvello*  
AUTHORIZED REPRESENTATIVE

AFF # 508674



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	09/08/2005 12:01 A.M.	Bayview Building & Framing Corp.

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

Prorata factor: 1.000

ENDT # 9  
09/09/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

THIS ENDORSEMENT IS NOT A CONTRACT AND DOES NOT CONSTITUTE A CONTRACT. IT IS A STATEMENT OF FACTS ONLY. IT IS NOT A CONTRACT AND DOES NOT CONSTITUTE A CONTRACT. IT IS A STATEMENT OF FACTS ONLY.

LICENSE AUTHORIZED REPRESENTATIVE NEW YORK, NOT SUBJECT TO ITS SUPERVISION AND NOT PROTECTED, IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO ITS POLICY FORM.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

*Donald T. Solvello*  
AUTHORIZED REPRESENTATIVE

AFF # 508674



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 09/08/05	*ISSUED TO Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW

Interest of the Above: Contractor

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
Shoreline Development Corp  
102 Sandpiper Drive

Riverhead NY 11901

 09/09/2005  
AUTHORIZED REPRESENTATIVE DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 08/22/2005 12:01 A.M.	*ISSUED TO  Bayview Building & Framing Corp.
---	---	--

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

Prorata factor: 1.000

ENDT # 7  
08/24/2005

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED IN THE EVENT OF THE INSURER(S) BEING FOUND TO BE UNINSURABLE. NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS OR LIMITATIONS OF THE ABOVE MENTIONED POLICY, OTHER THAN AS ABOVE STATED.

IN WITNESS WHEREOF, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative  
OF THE REGULATIONS OF THE INSURANCE COMPANY  
PERTAINING TO ITS POLICY FORM."

☐

☐

Donald T. SoVeels  
AUTHORIZED REPRESENTATIVE

☐

☐

AFF # 508674

011-1009(7/80)

HOME OFFICE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 08/22/05	*ISSUED TO Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity: SEE BELOW  
contractor  
Interest of the Above:

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
R Peck Construction Inc  
Richard Peck  
23 Bushwick Avenue

Merrick NY 11566

 08/24/2005  
AUTHORIZED REPRESENTATIVE DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)



# ESSEX INSURANCE COMPANY

## ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	* EFFECTIVE DATE OF ENDORSEMENT 08/24/2005 12:01 A.M.	* ISSUED TO  Bayview Building & Framing Corp.
--	--	---

In consideration of an additional premium of \$100.00 it is agreed that form ME-009 (4/99) is added per the attached.

Prorata factor: 1.000

ENDT # 8  
08/29/2005

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

### Authorized Representative

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED, IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO ITS POLICY FORM.

011-1009(7/80)

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company

AUTHORIZED REPRESENTATIVE

AFF # 508674

**ESSEX INSURANCE COMPANY****ADDITIONAL INSURED ENDORSEMENT**

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

<b>*ATTACHED TO AND FORMING PART OF POLICY NO.</b> 3CR5589	<b>*EFFECTIVE DATE OF ENDORSEMENT</b> 08/24/05	<b>*ISSUED TO</b> Bayview Building & Framing Corp.
---	---	---

**THIS ENDORSEMENT CHANGES THE POLICY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

Person or Entity:               SEE BELOW  
Interest of the Above:       contractor

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above-identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above-identified additional insured for any "bodily injury," "personal injury," or "property damage" to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Insured:  
Schembri Associates Inc  
102 Sandpaper Drive

Riverhead NY 11901

 / 08/29/2005  
AUTHORIZED REPRESENTATIVE      DATE

Additional Premium: \$ 100.00

M/E-009 (4/99)


**ESSEX  
INSURANCE  
COMPANY**
**COMMERCIAL LIABILITY DECLARATIONS**
3CN9869

Renewal of Number

Policy Number 3CR5589

**Item 1. Named Insured and Mailing Address:**

Bayview Building & Framing Corp.  
360-4 Knickerbocker Avenue  
Bohemia NY 11716

**Item 2. Policy Period** From: 07/01/2005 To: 07/01/2006 Term: 365 Days  
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

**Item 3. Retroactive Date:** \_\_\_\_\_

**Item 4. Business Description:** Carpentry

**Item 5.** In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the Insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Form No. and Edition Date	Premium
Commercial General Liability Coverage Part	011-1061 (1/94)	\$ 22,000.00
Professional Liability Coverage Part		\$
		\$
Additional Insured	M/E-009 (3/95)	\$ 1,000.00
		\$
		\$
		\$
		\$
		\$
Audit Period Annual unless otherwise stated: _____		<b>Total</b> \$ 23,000.00

**Item 6. Forms and endorsements applicable to all Coverage Parts:** See endorsement #1  
SHOW NUMBERS

Broker Name and Address: LoVullo Associates, Inc., 6450 Transit Road, Depew, NY 14043  
Broker Number: 102060 U/W: Peter Costolnick

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO ITS POLICY FORM.

By

*Leonard V. Solvello*  
AUTHORIZED REPRESENTATIVE

THIS COMMERCIAL LIABILITY DECLARATION AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.





## COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

These Supplemental Declarations form a part of policy number 3CR5589

### LIMITS OF INSURANCE

General Aggregate Limit (other than Products/Completed Operations) .....	\$	<u>2,000,000</u>	
Products/Completed Operations Aggregate Limit .....	\$	<u>1,000,000</u>	
Personal and Advertising Injury Limit .....	\$	<u>1,000,000</u>	
Each Occurrence Limit .....	\$	<u>1,000,000</u>	
Fire Damage Limit .....	\$	<u>50,000</u>	Any One Fire
Medical Expense Limit .....	\$	<u>Excluded</u>	Any One Person

### BUSINESS DESCRIPTION AND LOCATION OF PREMISES COVERED BY THIS POLICY

Form of business:

☐ Individual    ☐ Joint Venture    ☐ Partnership    ☒ Organization (other than Partnership or Joint Venture)

Location of all premises you own, rent or occupy:

360-4 Knickerbocker Avenue Bohemia, NY 11716

### PREMIUM

Insured Classification(s)	Code No.	*Premium Basis	Rate		Advance Premium	
			PR/Co	All Other	Pr/Co	All Other
CARPENTRY	91342 S	1,000,000	Incl	22	Incl	22000
CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS	91585 C	8000	Incl	Incl	Incl	Incl

\* (a) Area, (c) Total Cost, (m) Admission, (p) Payroll, (s) Gross Sales, (u) Units, (o) Other

**TOTAL  
ADVANCE  
PREMIUM \$** 22,000

### FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy)

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:

See endorsement #1

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMERCIAL LIABILITY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.



# ESSEX INSURANCE COMPANY

## Forms & Endorsements ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO.	* EFFECTIVE DATE OF ENDORSEMENT	* ISSUED TO
3CR5589	07/01/05	Bayview Building & Framing Corp.
011-1054	(10/03)	Policy Jacket
011-1056	(9/93)	Commercial Liability Declaration Page
011-1061	(1/94)	General Liability Supplemental Declaration
CG0001	(10/01)	Commercial General Liability Coverage Form
CG2135	(10/01)	Coverage C Medical Payments Exclusion
CG2169	(01/02)	War or Terrorism Exclusion
IL0023	(4/98)	Nuclear Energy Liability Exclusion Broad Form
M/E-001	(01/05)	Combination General Endorsement
M/E-002	(01/05)	Additional Conditions Endorsement
M/E-009	(3/95)	Additional Insured Endorsement
M/E-043	(01/05)	Contractor Limitation Endorsement
M/E-048	(04/99)	Deductible Liability Insurance Schedule

ENDT #1

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Authorized Representative

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company

☐

☐

*Donald V. SoVello*

AUTHORIZED REPRESENTATIVE

☐

☐



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

<small>* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.</small>		
<small>*ATTACHED TO AND FORMING PART OF POLICY NO.</small>	<small>*EFFECTIVE DATE OF ENDORSEMENT</small>	<small>*ISSUED TO</small>
3CR5589	07/01/05	Bayview Building & Framing Corp.

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

NF Development  
308 West Main Street

Smithtown NY 11787

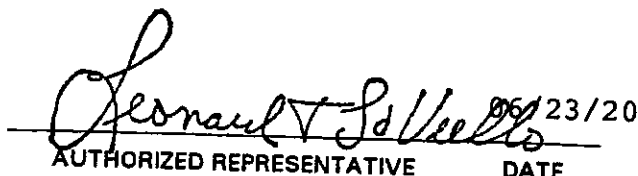
as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

  
AUTHORIZED REPRESENTATIVE      06/23/20  
DATE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	07/01/05	Bayview Building & Framing Corp.

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Sound Housing LLC  
308 West Main Street

Smithtown NY 11787

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

AUTHORIZED REPRESENTATIVE      06/23/20  
 DATE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	*EFFECTIVE DATE OF ENDORSEMENT  07/01/05	*ISSUED TO  Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Riverhead Sound LLC  
18 Columbia Turnpike

Florham Park NJ 07932

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

  
 AUTHORIZED REPRESENTATIVE      06/23/20  
 DATE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	07/01/05	Bayview Building & Framing Corp.

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Riverhead Reeves LLC  
18 Columbia Turnpike

Florham Park NJ 07932

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

AUTHORIZED REPRESENTATIVE      06/23/20  
 DATE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

<i>* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.</i>		
*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	07/01/05	Bayview Building & Framing Corp.

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Farrell Building Company & Fourteen  
Hills Building Corp.  
PO Box 14, The Atrium  
2385 Main Street  
Bridgehampton NY 11932

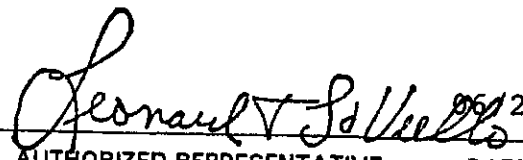
as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

  
AUTHORIZED REPRESENTATIVE      05/23/20  
DATE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

<p>*ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589</p>	<p>*EFFECTIVE DATE OF ENDORSEMENT  07/01/05</p>	<p>*ISSUED TO Bayview Building &amp; Framing Corp.</p>
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Ben Krupinski Builder & Assoc  
15 Toilsome Lane

East Hampton NY 11937

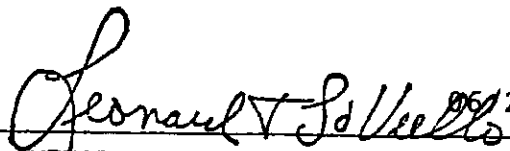
as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

  
AUTHORIZED REPRESENTATIVE      06/23/20  
DATE





# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO. 3CR5589	*EFFECTIVE DATE OF ENDORSEMENT 07/01/05	*ISSUED TO Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Ben Krupinski General Contractor Inc  
15 Toilsome Lane

East Hampton NY 11937

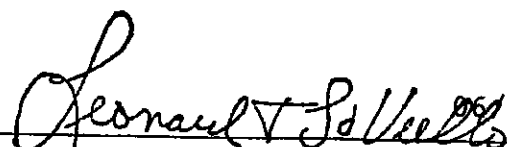
as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

  
AUTHORIZED REPRESENTATIVE      06/23/20  
DATE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	*EFFECTIVE DATE OF ENDORSEMENT  07/01/05	*ISSUED TO Bayview Building & Framing Corp.
---	---	--

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Bayway Realty  
1 Anchor Way

Bay Shore NY 11706

as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

  
AUTHORIZED REPRESENTATIVE      06/23/20  
DATE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	*EFFECTIVE DATE OF ENDORSEMENT  07/01/05	*ISSUED TO Bayview Building & Framing Corp.
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**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Paramount Homes Construction Corp  
6 Robert Court

Center Moriches NY 11934

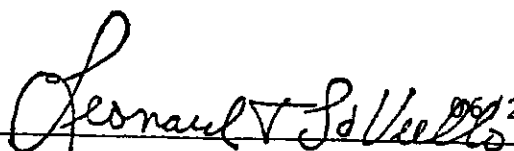
as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

  
AUTHORIZED REPRESENTATIVE      06/23/20  
DATE



# ESSEX INSURANCE COMPANY

## ADDITIONAL INSURED ENDORSEMENT

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	07/01/05	Bayview Building & Framing Corp.

**THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**

**SECTION II - WHO IS AN INSURED** of the Commercial General Liability Form is amended to include:

**Person or Entity:**

Bravo Contracting Corp  
13-15 37th Avenue

Long Island City NY 11101

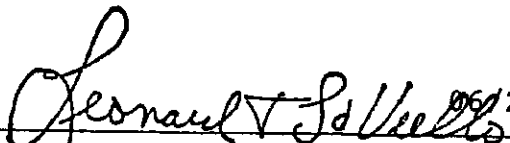
as an additional insured under this policy, but only as respects negligent acts or omissions of the Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

It is further agreed that where no coverage shall apply herein for the Named Insured, no coverage nor defense shall be afforded to the above identified additional insured.

Moreover, it is agreed that no coverage shall be afforded to the above identified additional insured for any bodily injury, personal injury, or property damage to any employee of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Regarding: Job/Contractor/Landlord

Additional Premium: \$ 100.00

  
AUTHORIZED REPRESENTATIVE      06/23/20  
DATE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

### **SECTION I – COVERAGES**

#### **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the

"coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

- a. **Expected Or Intended Injury**  
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

- b. **Contractual Liability**  
"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or

alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or

threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's

behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or



subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- g. Aircraft, Auto Or Watercraft**  
"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage"



arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or

dangerous condition in "your product" or "your work"; or

- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";  
if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**  
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**  
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.
- e. **Contractual Liability**  
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach Of Contract**  
"Personal and advertising injury" arising out of a breach of contract, except an

implied contract to use another's advertising idea in your "advertisement".

- g. **Quality Or Performance Of Goods – Failure To Conform To Statements**  
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description Of Prices**  
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

- i. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**  
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

- j. **Insureds In Media And Internet Type Businesses**  
"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- k. **Electronic Chatrooms Or Bulletin Boards**  
"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
- l. **Unauthorized Use Of Another's Name Or Product**  
"Personal and advertising injury" arising out of the unauthorized use of another's

name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a.** We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b.** We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray

and dental services, including prosthetic devices; and

- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while taking part in athletics.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**h. War**

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1.** We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a.** All expenses we incur.

- b.** Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

- f. The indemnitee:

- (1) Agrees in writing to:
  - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
  - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
  - (c) Notify any other insurer whose coverage is available to the indemnitee; and
  - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the

conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer

worker" as a consequence of Paragraph (1) (a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture) , or any member (if you are a limited liability company) .
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or



- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

- 1. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
- 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover

under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in

the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:



- a. The United States of America (including its territories and possessions) , Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
- 9. "Insured contract" means:
  - a. A contract for a lease of premises.

However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including

those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices

used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including

smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1)** Products that are still in your physical possession; or
  - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a)** When all of the work called for in your contract has been completed.
    - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b.** Does not include "bodily injury" or "property damage" arising out of:
  - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
  - a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.**
- 21. "Your product":**
  - a. Means:**
    - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a)** You;
      - (b)** Others trading under your name; or

- (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. "Your work":
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
    - (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 21 35 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description And Location Of Premises Or Classification:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

**COMMERCIAL GENERAL LIABILITY**  
**CG 21 69 01 02**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAR OR TERRORISM EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Exclusion i. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:**

**2. Exclusions**

This insurance does not apply to:

**i. War Or Terrorism**

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions ; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - (a) Physical injury that involves a substantial risk of death; or
  - (b) Protracted and obvious physical disfigurement; or
  - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the



magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**War Or Terrorism**

"Personal and advertising injury" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the

"terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions ; or

- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - (a) Physical injury that involves a substantial risk of death; or
  - (b) Protracted and obvious physical disfigurement; or
  - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. Exclusion h. under Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments** does not apply.

D. The following definition is added to the **Definitions** Section:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

- a. Use or threat of force or violence; or
- b. Commission or threat of a dangerous act; or
- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

POLICY NUMBER: 3CR5589

COMMERCIAL GENERAL LIABILITY  
CG 21 35 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Description And Location Of Premises Or Classification:

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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and
2. The following is added to Section I – Supplementary Payments:
  - h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.



# ESSEX INSURANCE COMPANY

## COMBINATION GENERAL ENDORSEMENT

*\*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	07/01/05	Bayview Building & Framing Corp.

THIS ENDORSEMENT AMENDS THE LIABILITY COVERAGE FORM OR COVERAGE PART (hereinafter referred to as Coverage Form), AND APPLIES TO THE ENTIRE POLICY.

- Coverage under this insurance is limited to operations described under 'business description' and/or 'classification' on the declarations' pages of policy.
- This insurance does not apply to Part 4 of Section II in the Coverage Form – Who is an insured.
- Supplementary Payments-Coverages A & B - in the Coverage Form is amended to read with respect to 1. last paragraph: These payments will not reduce the limits of insurance, except with respect to attorneys' fees incurred by us in defense of an indemnitee of the insured, and this applies throughout Supplementary Payments-Coverages A & B- section of this policy.
- Insured contract to which this insurance applies means any written (A) - Lease of premises excluding indemnification to another for damage by fire to premises while rented to you or temporarily occupied by you and/or (B) - Easement agreement except in connection with construction or demolition operations on or adjacent to a railroad, and/or (C) - Indemnification of a municipality as required by ordinance, except in connection with work for the municipality, and/or (D) - Sidetrack agreement or any easement or license agreement in connection with vehicle or pedestrian private railroad crossing at grade, and/or (E) - elevator maintenance agreement.
- This insurance does not apply to claims arising out of breach of contract, whether written or oral, express or implied, implied-in-law, or implied - in fact contract.
- Wording in Coverage Form, 2. Exclusions, Section I- Coverages, e. Employer's Liability, is replaced by the following and applies throughout this policy:  
This insurance does not apply to liability for "Bodily Injury" to:  
an "employee" of any insured arising out of and in the course of employment or while performing duties related to the conduct of an insured's business; or (B) any injury or damage to any other person including but not limited to spouse, child, parent, brother, sister or relative of the "employee" as a consequence of (A);. This exclusion applies whether an Insured may be liable as an employer or in any other capacity and applies to any obligation to share damages with or repay someone else who must pay damages because of the injury, as well as liability assumed under any "Insured Contract." Wherever the word "employee" appears above, it shall also mean any member, associate, co-employee, leased worker, temporary worker, union worker, volunteer, or any person or persons loaned to or volunteering services to you.
- Fines, penalties, and punitive or exemplary damages are not covered under this policy nor are any expenses nor any obligation to share such damages or repay another. However, this does not apply to Punitive Damages from Wrongful Death brought under Alabama's Wrongful Death Statute.
- Professional Liability, Errors, Omission, Negligent Acts, Malpractice and/or acts of any type including rendering or failure to render any type professional service is not covered under this policy, unless such coverage is specifically endorsed onto the policy.
- Wording in Coverage Form, 2. Exclusions, Section I - Coverages, c. Liquor Liability, last paragraph, is deleted. Item (4) is added as follows: (4) any act or omission by any Insured, any employee of any Insured, patrons, members, associates, volunteers or any other persons respects providing or failing to provide transportation, detaining or failing to detain any person, or any act of assuming or not assuming

responsibility for the all being, supervision or care of any person agedly under or suspected to be under the influence of alcohol.

10. This insurance does not apply to 'bodily injury', 'property damage', 'personal injury', 'advertising injury' or any injury, loss, or damages, including consequential injury, loss or damage, arising out of, caused by or contributed to:
- a. by ownership, non-ownership, maintenance, use, or entrustment to others of any 'auto', aircraft, watercraft, snowmobile, all terrain vehicle (ATV), or motorcycle. Use includes operation and 'loading' and 'unloading'; or
  - b. from Employment- Related Practices, regardless of allegations, including but not limited to:
    - (1) refusal to employ, or termination of employment; or
    - (2) discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation, or other employment-related practices, policies, acts or omissions; or
  - c. as a result of discrimination of any kind, actual or alleged; or
  - d. as a result of and/or arising out of assault and/or battery, or out of any act or omission in connection with the prevention or suppression of such acts, whether caused by or at the instigation or direction of any insured, insured's employees, patrons or any other person(s); or
  - e. as a result of alleged negligence or other wrongdoing in the hiring, training, placement, supervision, or monitoring of others by insured; or
  - f. as a result of any person practicing for and/or participating in any contest, event or function of a sporting or athletic nature; or
  - g. by any animal, regardless whether owned by you, in your care, or on your premises; or
  - h. by any named insured covered by this policy initiating causes of action or allegations against any other insured covered by this policy; or
  - i. from intellectual property, proprietary property rights, patent, trademark and/or copyright infringement, misappropriation of trade secret and/or practice, piracy, fraudulent concealment, unjust enrichment, misrepresentation or negligent misrepresentation; and/or deceptive, false, fraudulent, misleading, unfair, unlawful or untrue business act or practice with respect to advertising; or
  - j. from any action or omission that violates or is alleged to violate the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003, including any amendment of or addition to such laws, or any analogous local, state or federal statute, ordinance or regulation, other than the foregoing, that prohibits or limits sending, transmitting, communicating, solicitation, or distribution of material or information using e-mails, telephone, telephone facsimile machine, computer or other electronic device; or
  - k. resulting from water or moisture, and/or due to discharge, leakage, seepage, backup or overflow from sewers, mains, drains, pipes, plumbing, heating, refrigeration, air conditioning, standpipes, appliances, sprinkler systems, or ditches, streams, levees, or rain or snow admitted to the building interior; or
  - l. from Internet exposures, world-wide web, cyber system(s), computer hardware or software, electronic data, e-mail, unauthorized use, loss/misuse of data, or from loss of, alteration of, failure, error, negligence, malfunction, inadequacy of, damage to or a reduction in functionality, availability or operation of a computer system, network(s), program(s), software, data, information repository, microchip(s), integrated circuit or similar device in computer equipment or non-computer equipment, regardless of cause, and/or resultant loss of income, whether property of the insured or any other; or
  - m. from criminal acts, fraudulent, dishonest or malicious acts or omissions from any Insured, any employee of any insured or anyone for whom you may be held liable; or

11. If this policy includes a Lessors Risk Only (LRO) classification, it is written and priced as such only on condition that your lease or agreement with tenant(s) requires (commercial) tenant(s) carry Commercial General Liability coverage with limits at least equal to the limits of this policy, names you as an additional insured on their policy, and you require and secure a certificate of insurance confirming same. Parking areas or other land of premises leased to tenant(s) must also be covered by their insurance, or separately submitted and priced hereunder. Failure to comply with this condition does not void your coverage, however, limits of liability hereunder will be reduced and apply as a 'sublimit' of liability, being a Combined Single Limit, \$50,000 each occurrence and in the Aggregate, including loss adjustment expenses and defense. The sublimit would be the most payable for all damages arising out of any one occurrence, and the most payable for all claims under this policy, including investigation and defense. If such sublimits were tendered or exhausted, we would not defend or continue to defend in any suit.

12. Where there is no coverage under this policy, there is no duty to defend.





# ESSEX INSURANCE COMPANY

## ADDITIONAL CONDITIONS ENDORSEMENT

*\*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	07/01/05	Bayview Building & Framing Corp.

THIS ENDORSEMENT AMENDS THE LIABILITY COVERAGE FORM OR COVERAGE PART (hereinafter referred to as Coverage Form), AND APPLIES TO THE ENTIRE POLICY.

This insurance does not apply to 'bodily injury', 'property damage', 'personal injury', 'advertising injury' or any injury, loss, or damages, including consequential injury, loss or damage, arising out of, caused by or contributed to or as a result of:

1.

- (A) 'movement of land or earth' regardless whether emanating from, aggravated by, or attributable to any operations performed by or on behalf of any insured, and regardless whether first manifestation of same occurs during the policy period or prior or subsequent thereto. 'Movement of land or earth' includes, but is not limited to, instability, subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, rising, tilting, bulging, cracking, mud flow, mudslide, earthquake, shrinking or expansion of ground, slabs, footings, foundations, walls, roofs, floors, ceilings or any other real property or part thereof, or any other movements of land or earth; or
- (B) pollution, contamination, contaminants, irritants, including but not limited to injuries alleged as a result of actual, alleged or threatened exposure to and/or absorption of and/or inhalation of, and/or ingestion of, contact with, existence of, presence of, and environmental impairment, including but not limited to damage to natural habitats and species. Expenses and any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences or actions arising or alleged to have arisen out of same are not covered. All liability and expense arising out of or related to any form of actual or alleged pollution, and/or contamination, and/or environmental impairment, whether intentional or otherwise, and whether or not any resulting injury, damage, devaluation, cost or expense is expected by any Insured or any other person or entity, is excluded throughout this policy. This includes but is not limited to devaluation of property, or for taking, use or acquisition or interference with the rights of others in or on property or air space.

Any loss, cost, expense, fines and/or penalties arising out of any

- (a) request, demand, order, statutory or regulatory requirement, governmental authority or directive or that of any private party or citizen action that any Insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess same the effects of pollutants, and/or contaminants and/or irritants, and/or environmental impairment; and/or
- (b) litigation or administrative procedure in which any Insured or others may be involved as a party as a result of actual, alleged, or threatened, discharge, dispersal, seepage, migration, release, escape, or placement of pollutants and/or contaminants and/or environmental impairments into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer, or ground water, whether sudden, accidental, deliberate, or gradual in nature or not, and regardless of when,

are not covered.

Pollutants and/or contaminants and/or irritants mean any solid, liquid, gaseous, thermal, acoustic, electrical, or magnetic irritant, contaminant, or pollutant, including but not limited to smoke, fumes, heat, soot, vapor, emissions, fibers, radiation, acids, alkalis, fuels, petroleum, lubricants, operating fluids, pesticides, fertilizers, paints, dust, toxic dust, spores, chemicals and waste. Waste includes but is not limited to medical waste and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

This wording supersedes and replaces all other wording on 'Pollution' in the Coverage Form attached to this policy; or

- (C) asbestos, lead, silica dust, dust and/or toxic dust, fungi, bacteria, organic pathogens, bio-organic growth and/or systemic chemical poisoning
- (a) whether arising out of actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, discharge, dispersal, seepage, migration, infiltration, infestation, release, escape, growth, production or reproduction of or toxic substances from asbestos, lead, silica dust, dust and/or toxic dust, fungi, bacteria, organic pathogens, bio-organic growth and/or systemic chemical poisoning. This applies regardless of source, including but not limited to, from any goods, products or structures containing same, existence of same in any form, in occupancy or construction, manufacture, sale, transportation, handling, storage, disposal or removal of same; and
  - (b) regardless of supervision, instructions, recommendations, requests, warnings or advice given or which should have been given, as well as any costs, including but not limited to abatement, mitigation, removal, containment, treatment, detoxification, neutralization, or disposal of same, or in any way respond to assess the effects of same.

Coverage does not apply to any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way, responding to, or assessing the effects by any insured or by any other person or entity.

"Fungi" hereunder means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. However, this exclusion does not apply to any "fungi" or bacteria that are on, or are contained in, a good or product intended for bodily consumption.

- (D) If contractors or subcontractors are used, it is a condition of coverage that you use only those that are insured, and carry at a minimum Commercial General Liability coverage with limits at least equal to the limits of this policy, name you as an additional insured on their policy, and carry workers compensation insurance, and you require and secure certificates of insurance confirming same. Failure to comply with this condition does not void your coverage, however, limits of liability hereunder will be reduced and apply as a 'sublimit' of liability, being a Combined Single Limit, \$50,000 each occurrence and in the Aggregate, including loss adjustment expenses and defense.

The sublimit would be the most payable for all damages arising out of any one occurrence, and the most payable for all claims under this policy, including investigation and defense. If such sublimits were tendered or exhausted, we would not defend or continue to defend in any suit.

Further, there is no coverage under this policy for 'bodily injury', 'personal injury' or 'property damage' sustained by any contractor, self-employed contractor, and/or subcontractor, or any employee, leased worker, temporary worker or volunteer help of same.





# ESSEX INSURANCE COMPANY

## COMBINATION CONTRACTORS ENDORSEMENT

*\*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3CR5589	07/01/05	Bayview Building & Framing Corp.

THIS ENDORSEMENT AMENDS THE LIABILITY COVERAGE FORM OR COVERAGE PART (hereinafter referred to as Coverage Form), AND APPLIES TO THE ENTIRE POLICY.

1. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions; However, the following is not an "occurrence" under this policy:
  - a. Actual and/or alleged defective work; and/or
  - b. Actual and/or alleged defective workmanship; and/or
  - c. Actual and/or alleged defective construction; and/or
  - d. Actual and/or alleged negligent construction.
2. Under the Coverage Form Section I - Coverages, 2. Exclusions, the last paragraph of Exclusions J. Damage to Property, and I. Damage to Your Work, are deleted in their entirety.
3. This insurance does not apply to 'bodily injury', 'property damage', 'personal injury', 'advertising injury', or any injury, loss or damages, including consequential injury, loss or damage, arising directly or indirectly out of, caused by or contributed to, or resulting from
  - a. claims of incremental, continuous or progressive injury or damage which began to occur, is occurring, was occurring or is alleged to have begun occurring prior to or as of the inception date of this policy; and/or
  - b. any class exterior insulation and finish system (EIFS), or any part thereof, or any substantially similar system, whether in whole or in part, including but not limited to the design, manufacture, sale, distribution, handling, construction, installation, application, maintenance or repair, including remodeling, service, correction or replacement, regardless of the brand name of the system installed; and/or
  - c. any invasion or existence of water or moisture, including but not limited to accidental discharge and/or leaks, and/or mold, mildew, bio-organic growth, microorganisms, biological organisms, bioaerosols, organic contaminants, and/or including but not limited to, rot and deterioration of property; and/or
  - d. related to 'your work' below ground surface unless, prior to your commencing work, you have either contacted the appropriate local underground locating service, or verified such contact has been made by another with that responsibility, and said service has responded and marked, including but not limited to, all underground lines, pipes, cables, utilities, prior to commencement of 'your work'; and/or
  - e. run off, diversion and/or ponding of water, inadequate drainage, backup and/or overflow, including but not limited to, water, sewer, drains, ditches, pipes, site preparation; and/or
  - f. and occurring during the course of movement of any building or structure by an 'auto' or 'mobile equipment'; the period of movement 1) begins when the building or structure is removed from its old foundation, and 2) ends when the unloading of the

vehicle begins for the purpose of placing the building or structure on its new foundation; and/or

- g. any operations involving any hot tar, wand, open flame, torch or heated applications of roofing, or membrane roofing; and/or your failure to determine weather from local weather bureau or station in advance of any roofing job, and having any 'open roof' to the elements, including but not limited to wind, hail, snow, rain, ice or any combination thereof. 'Open roof' as used here shall include any roof or section of roof where shingles, tar, felt paper, and any other protective covering has been removed, thereby leaving exposed any supporting structure, decking, building interior or contents of same to the elements; any 'open roof' must be securely covered in advance of any precipitation, and in advance of your leaving the job for any period of time.



# ESSEX INSURANCE COMPANY

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO.  3CR5589	*EFFECTIVE DATE OF ENDORSEMENT  07/01/05	*ISSUED TO Bayview Building & Framing Corp.
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**THIS ENDORSEMENT CHANGES THE POLICY.**

## SCHEDULE

### Coverage

### Amount and Basis of Deductible

If provided by this policy:

Bodily Injury, Property Damage,  
Professional or Personal and  
Advertising Injury Liability

\$ 1,000

Per Claim

Exception:

\_\_\_\_\_ \$ Per Claim

- ☐ If this box is so marked, the basis of deductible is amended to apply 'on a per item per claim' property damage deductible basis.
- Our obligation under Bodily Injury Liability, Property Damage Liability, Professional Liability, Personal and/or Advertising Injury Liability, or any other coverage under this policy, to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above. The deductible amount stated above shall be applicable to each claim and will include loss payments, adjustment, investigative and legal fees and costs, whether or not loss payment is involved.
  - The deductible amount stated above applies under the coverages respectively to all damages sustained by one person, or organization, as the result of any one occurrence.
  - The terms of this insurance, including those with respect to:
    - Our right and duty to defend any "suits" seeking those damages; and
    - Your duties in the event of an "occurrence," claim, or suit apply irrespective of the application of the deductible amount.
  - We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

  
 AUTHORIZED REPRESENTATIVE      06/23/05  
 DATE